REMARKS

In view of the following remarks, reconsideration and withdrawal of the objections and rejections set forth in the Office Action of January 12, 2005, are earnestly solicited.

No claims have been amended with this response. Claims 1-20 remain pending in the application.

SUMMARY OF THE INVENTION AS CLAIMED

The invention as set forth in independent claim 1 calls for a system for enabling the preparation, execution and secure management of an electronic chattel paper agreement. The system includes a server processing unit (110 – Fig. 2) and a server memory device electrically coupled to the server processing unit. A client processing unit (210 – Fig. 2) and a client memory device electrically coupled to the processing unit and a server program module (115 – Fig. 2) stored in the server memory device for providing instructions to the server processing unit are included. Additionally, the system includes a client program module (215 – Fig. 2) stored in the client memory device for providing instructions to the client processing unit. The system further includes a communication medium (150 – Fig. 2) communicatively coupling the server processing unit (110 – Fig. 2) and the client processing unit (210 – Fig. 2). The client processing unit (210 – Fig. 2) is responsive to instructions of the client program module (215 – Fig. 2) and the server processing unit (110 – Fig. 2) is responsive to the instructions of the server program module (115 – Fig. 2) to authorize access to the system, generate at least one unexecuted electronic chattel paper document, and prevent the creation of fraudulent versions of the electronic chattel paper document. The client and server processing units are further operative to allow electronic signatures to be electrically input (via, e.g. electronic signature

pad 225 – Fig. 2) by parties to a chattel paper transaction to be associated with the electronic document thereby generating an electronic chattel paper agreement. Additionally, the system maintains an authoritative copy of the electronic chattel paper agreement in the server memory device of the server processing unit (110 – Fig. 2).

The invention as set forth in independent claim 10 is a method for creating an electronic chattel paper agreement and maintaining an authoritative copy of the electronic chattel paper agreement. The method includes receiving a set of input information from an input source (step 320 of Fig. 3 – input screens of Fig. 6), the set of input information including a subset of information necessary to generate an electronic chattel paper document. In response to receiving a complete indicator from the input source, the complete indicator indicating that the received subset of input information is complete, the method generates an electronic chattel paper document by merging the subset of input information with a chattel paper document template (e.g. Fig. 7, Fig. 8). The method next calls for electronically receiving a set of signatures by parties to a chattel paper transaction from the input source (using electronic signature pad 225 of Fig. 2 – also see typical electronic signature screens 1000 of Fig. 10), whereby upon receiving the set of chattel paper signatures, the electronic chattel paper document is considered an electronic chattel paper agreement. In response to receiving a submit indicator (icon 920 – Fig. 9), the method then stores the electronic chattel paper agreement within an access restricted computer system (e.g. server 110), the stored electronic chattel paper agreement constituting an authoritative copy of the electronic chattel paper agreement.

The invention as set forth in independent claim 16 is a method for maintaining an authoritative copy of an electronic chattel paper agreement in a distributed computer

system including at least one server device (110 – Fig. 2) and at least one client device (210- Fig. 2) communicatively coupled (150 – Fig. 2) to the server device. A client device (210 – Fig. 2) receives a set of input information from an input source (e.g. keyboard 230 – Fig. 2), the set of input information including a subset of information necessary to generate an electronic chattel paper document (steps 320, 330 – see e.g. Figs. 6 and 7) and a set of signatures (step 360, device 225, see Fig. 10) necessary to make the electronic chattel paper document a binding chattel paper agreement. The client device (210 – Fig. 2) encrypts the electronic chattel paper document using a first key and a set of signatures using a second key, the second key being based at least in part on the contents of the electronic chattel paper document, whereby any modifications to the electronic chattel paper document would result in invalidating the set of signatures. The client device transfers the encrypted chattel paper document and the encrypted set of signatures to a server device over a communications medium, the server device being access restricted, the stored electronic chattel paper document and a set of signatures constituting the only authoritative copy of the electronic chattel paper agreement.

The invention as set forth in independent claim 17 is a client system operating within an electronic chattel paper document system, the electronic chattel paper document system including a server (110 – Fig. 2), a server memory storage device and a server program module (115 – Fig. 2), the client system comprising a client processing unit (210 – Fig. 2), a client memory device, a display device (220 – Fig. 2) and an input device (keyboard 230 and signature pad 225 – Fig. 2) all electrically coupled to the client processing unit, a client program module (215 – Fig. 2), stored in the client memory device for providing instructions to the client processing unit, a communication medium (150 –

Fig. 2) communicatively coupling the client system (210 – Fig. 2) to the electronic document system, and the client processing unit (210 – Fig. 2), responsive to the instructions of the client program module (215 – Fig. 2), being operative to authorize access to the electronic chattel paper document system by receiving access information from the input device (230 – Fig. 2), transmitting the access information to the server over the communication medium (150 – Fig. 2), and receiving an authorization indicator from the server processing unit over the communications medium, generating at least one electronic chattel paper document, preventing the creation of fraudulent versions of the electronic chattel paper document, and allowing (via electronic keypad 225 – Fig. 2) electronically input signatures to be associated with the electronic chattel paper document, thereby generating an electronic chattel paper agreement. The system receives a set of signatures from the input device (225 – Fig. 2), creates at least one signature file containing the set of signatures, and encrypts the signature file using an encryption key that is based at least in part on the contents of the electronic chattel paper document. The system then transfers the electronic chattel paper document and the encrypted signature file as an electronic chattel paper agreement to the server (110 – Fig. 2) over the communications medium (150 – Fig. 2).

THE REJECTION

Claims 1-20 stand rejected under 35 U.S.C. §103(a) as being unpatentable over Rowney et al. (US 5,987,140) and further in view of Ginter et al. (US 5,892,900). The rejection is respectfully traversed.

The References

Rowney et al. teaches a system for securely approving and effecting electronic

payments. As the Examiner has conceded, Rowney et al. has no teaching of the computerized generation and securing of electronic chattel paper documents or agreements.

Ginter et al. adds nothing of significance to Rowney et al. which would render applicants' claims unpatentable. While Ginter et al. discloses a virtual distribution environment (VDE) that secures, administers and audits electronic information content in various databases and permissible use thereof, Ginter et al. likewise is devoid of teachings related to generation, protection and use of electronic chattel paper generation, execution by signature input by the parties to the agreement or maintenance thereof. As shown by the claim element analyses set forth below, the Examiner has failed to establish a prima facie case of obviousness.

ARGUMENT

The teachings of Rowney et al. and Ginter et al., taken singly or in combination, fail to disclose at least the claim limitations set forth below.

Claim 1 and Dependent Claims 2, 5 and 6

Claim 1 and its depending claims 2, 5 and 6 stand or fall together.

The following limitations of claim 1 are not taught by combination of the cited references:

(a) "the client processing unit ... being operative to ... generate at least one unexecuted electronic chattel paper document".

The Examiner alleges that Rowney et al. discloses this limitation with its "client hello" message. Such a wake up or alert communication message simply does not reasonably correspond to electronic chattel paper.

(b) "the client processing unit ... being operative to ... allow signatures electronically input by parties to a chattel paper transaction to be associated with the electronic chattel paper document thereby generating an electronic chattel paper agreement".

The Examiner cites passages from Rowney et al. dealing with calculation of a digital signature by the computer of Rowney et al. This does simply not correspond to Applicants' inputting of signatures by the parties to the agreement in an electrical fashion, such as via an electronic signature pad 225 (Fig. 2).

(c) "client processing unit ... being operative to ... maintain an authoritative copy of the electronic chattel paper document in the server memory device of the server processing unit".

The Examiner points out that the merchant computer system of Rowney et al. stores a capture response for later use by a legacy system accounting program to perform reconciliation between the merchant operating the merchant computer system and the financial institution from whom payment was requested. What this has to do with maintaining an authoritative copy of a chattel paper document is simply not understood.

Hence, as the above claim limitations are simply not taught by the combination of references, claims 1 and its dependent claims 2, 5 and 6 are believed to be in condition for allowance.

Claim 3

Claim 3 depends directly from claim 1 and is allowable for the reasons set forth with respect to claim 1. Additionally, the following limitation of claim 3 is not disclosed by the

combined cited references:

"the client processing unit and the server processing unit are operative to generate at least one electronic chattel paper document by: the client processing unit ... integrating the pertinent information into an electronic template".

The Examiner's position is that Rowney et al. discloses this limitation by combining the server hello message and the client related message sent by customer computer system or client wherein the message that specify goods or services to be ordered and payment information. A server hello message cannot reasonably be equated to the pertinent information which makes up portions of a chattel paper document. The cited teachings of Rowney et al. simply do not correspond to this claim limitation.

Therefore, claim 3 is believed to be in condition for allowance.

Claim 4

Claim 4 depends directly from claim 3 and is allowable for the reasons set forth with respect to claim 3. Additionally, the following limitation of claim 4 is not disclosed by the combined cited references:

"merging the pertinent information and the predefined document information to generate the electronic chattel paper document conforming to the predefined chattel paper document format".

The Examiner cites the same teachings of Rowney et al. as cited against a similar limitation in claim 3 above. For the reasons set forth above, there is simply no correspondence between the teachings cited and the limitation claimed.

Therefore, claim 4 is believed to be in condition for allowance.

Claim 7

Claim 7 depends directly from claim 1 and is allowable for the reasons set forth with respect to claim 1. Additionally, the following limitation of claim 7 is not disclosed by the combined cited references:

"in response to an attempt to modify the electronic chattel paper document, rendering the electronic chattel paper document invalid".

The Examiner cites Rowney et al. at column 14, line 4-14, which pertains to the validation of a digital signature. If the digital signature is not validated, Rowney et al.'s gateway computer system rejects the payment authorization request. This rejection of the request in the first place is respectfully submitted to not be the same as rendering a chattel paper document invalid after it has already been created. This limitation is simply not disclosed or suggested in the art of record.

Therefore, claim 7 is believed to be in condition for allowance.

Claim 8

Claim 8 depends directly from claim 1 and is allowable for the reasons set forth with respect to claim 1. Additionally, the following limitation of claim 8 is not disclosed by the combined cited references:

"the client processing unit receiving at least one signature input from the input device, creating a signature file containing the signature input, and encrypting the signature file using an encryption key that is based at least in part on the contents of the electronic chattel paper document".

There is simply no such signature input mechanism taught by either of the references of record. A calculated digital signature and a signature public key certificate

do not correspond to actual signatures input by parties to the chattel paper transaction via a device such as an electronic signature pad (see Fig. 2).

Therefore, claim 8 is believed to be in condition for allowance.

Claim 9

Claim 9 depends directly from claim 1 and is allowable for the reasons set forth with respect to claim 1. Additionally, the following limitation of claim 9 is not disclosed by the combined cited references:

"the server processing unit receiving the electronic chattel paper agreement and the electronically input signatures".

Since, as pointed out above, the prior art does not teach electronically inputting signatures by the chattel paper agreement parties, then naturally there is no teaching of a server receiving such signatures.

Therefore, claim 9 is believed to be in condition for allowance.

Claim 10 and Dependent Claims 12 and 13

Claim 10 and its depending claims 12 and 13 stand or fall together. The following limitations of claim 10 are not disclosed by the combined cited references:

(a) "generating an electronic chattel paper document by merging the subset of input information with a chattel paper document template".

As pointed out above with respect to claim 1, no such merging or use of a chattel paper document template is taught by the cited art.

(b) "electronically receiving a set of signatures by parties to a chattel paper transaction from the input source".

As pointed out above, the cited art does not teach use of an electronic signature pad such as 225 of Fig. 2.

Therefore, claim 10 and its dependent claims 12 and 13 are believed to be in condition for allowance.

Claim 11

Claim 11 directly depends from claim 10 and is allowable for the reasons set forth with respect to claim 10. Additionally, the following limitation of claim 11 is not disclosed by the combined cited references:

"after generating the electronic chattel paper document providing a signature indicator to the input source, the signature indicator indicating that the generating step is complete and that the electronic document requires the input of the set of electronic signatures".

The Examiner states that the payment gateway computer system of Rowney et al. validates merchant digital signatures. It is respectfully submitted that a merchant digital signature is not a set of electronic signatures of the parties received from an input source. Validating such merchant digital signatures does not disclose "providing a signature indicator to the input source".

Therefore, claim 11 is believed to be in condition for allowance.

Claim 14

Claim 14 depends directly from claim 10 and is allowable for the reasons set forth with respect to claim 10. Additionally, the following limitation of claim 14 is not disclosed by the combined cited references:

"encrypting the set of electronically input signatures using an encryption key".

Since as pointed out above there is no teaching in the art of record of electronically inputting signatures of the parties, there likewise cannot be any teaching of encrypting such signatures.

Therefore, claim 14 is believed to be in condition for allowance.

Claim 15

Claim 15 depends directly from claim 10 and is allowable for the reasons set forth with respect to claim 10. Additionally, the following limitation of claim 15 is not disclosed by the combined cited references:

"providing an indicator that the set of electronically input signatures has been received and that the electronic chattel paper agreement is complete".

The Examiner alleges that this limitation is met by Rowney et al. payment gateway computer system receiving a payment authorization request and verifying the merchant computer system's encryption and signature public key certificates as well as digital signature. This allegation is simply not understood as far as any correspondence to the claim limitation. Neither Rowney et al. nor Ginter et al. deals with electronically input signatures as noted with respect to many of the claims set forth above.

Therefore, claim 15 is believed to be in condition for allowance.

Claim 16

The rejection of this claim highlights the Examiner's inconsistent use of the teachings of Rowney et al. In the first paragraph under claim 16 at page 15 of the Office Action, the Examiner states that Applicant's "client device" corresponds to Rowney's payment gateway computer system. Then in the third paragraph under this part of the rejection, the Examiner refers to the merchant computer system of Rowney as

corresponding to the "client device". Beyond this inconsistency, certain of the limitations of claim 16 are simply not disclosed in the cited references.

(a) "a client device receiving ... a set of signatures necessary to make the electronic chattel paper document a binding chattel paper agreement".

Such signatures are not in correspondence with a payment authorization request from the merchant as alleged by the Examiner.

(b) "a client device transferring the encrypted electronic chattel paper document and the encrypted set of signatures to a server device over a communication medium ..., the stored electronic chattel paper document and set of signatures constituting the only authoritative copy of the electronic chattel paper agreement'.

There is no teaching of this concept in either of the cited references. The Examiner's citation to column 20, lines 3-8 of Rowney et al. is simply not applicable to this limitation.

Claim 16 is therefore believed to be in condition for allowance.

Claim 17 and Dependent Claim 19

Claim 17 and its dependent claim 19 stand or fall together. The following limitations of claim 17 are not disclosed by the combined cited references:

(a) "the client processing unit ... being operative to ... generate at least one electronic chattel paper document".

The Examiner takes the position that this corresponds to Rowney et al. having a customer computer system initiating communication by sending a "client hello" message to the merchant computer system. It is respectfully submitted that there is no way a "client hello" message can reasonably be construed to be analogous to a chattel paper document.

(b) "the client processing unit ... being operative to ... allow electronic input signatures to be associated with the electronic chattel paper document thereby generating an electronic chattel paper agreement".

As pointed out above with respect to many of the preceding claims, this concept is simply not found in the cited references. The Examiner's citation to Rowney et al. at column 11, lines 20-24, apparently equates such signatures to a server key exchange message which may be used by a client to decrypt a further message sent by the server. The rationale for this analogy is simply not understood.

Therefore, claim 17 and its dependent claim 19 are believed to be in condition for allowance.

Claim 18

Claim 18 directly depends from claim 17 and is allowable for the reasons set forth with respect to claim 17. Additionally, the following limitation of claim 18 is not disclosed by the combined cited references:

"merging the pertinent information with predefined chattel paper document information to generate an electronic chattel paper document conforming to a predefined chattel paper document format".

As pointed out above with respect to several of the preceding claims, this concept is simply not a part of the cited art. The Examiner apparently equates the merging claimed with combining the server message and client hello message sent by a customer computer system. Applicants' respectfully, but strenuously, disagree.

Therefore, claim 18 is believed to be in condition for allowance.

Claim 20

Claim 20 depends directly from claim 17 and is allowable for the reasons set forth with respect to claim 17. Additionally, the following limitations of claim 20 are not disclosed by the combined cited references:

(a) "the client processing unit ... detecting an attempt to modify the electronic chattel paper document".

In this rejection, the Examiner asserts that the client processing unit comprises Rowney's payment gateway computer system. Contrast this to various previous rejections wherein the client processing unit is equated to the merchant computer system thereby again emphasizing the inconsistency of the Examiner's application of the Rowney et al. reference to the pending claims. Rowney is concerned solely with validating the right of a user to make an electronic payment. There is no teaching of a detection of an attempt to modify an electronic chattel paper document.

(b) "the client processing unit is operative ... in response to detecting an attempt, rendering the electronic chattel paper document invalid".

The Examiner's citation to Rowney at column 14, lines 4-14 is concerned with a gateway computer system rejecting a payment authorization request, and has nothing to do with "rendering the electronic chattel paper document invalid".

Therefore, claim 20 is believed to be in condition for allowance.

Each of the claims includes at least one limitation missing from the combined teachings of Rowney et al. and Ginter et al. Therefore, the Examiner has failed to establish a prima facie case of obviousness, and the rejection of claims 1—20 under 35 U.S.C. § 103(a) should be withdrawn.

Claims 1—20, as originally or previously submitted, are believed to be in condition for allowance, early acknowledgment of which is requested.

Respectfully submitted,

Dated: April 12, 2005 By: _____

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